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**FILED**  
DISTRICT COURT OF GUAM

MAY 30 2006

MARY L.M. MORAN  
CLERK OF COURT

Attorneys for Plaintiff's Successor in Interest,  
Pramco II LLC

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT COURT OF GUAM

UNITED STATES OF AMERICA	)	CIVIL CASE NO. CIV 97-00058
	)	
Plaintiff,	)	
	)	
vs.	)	<b>DECLARATION OF SETH FORMAN</b>
	)	
MICHAEL C. HOCOG and CLAIRE R.	)	
ARCEO aka CLAIRE R.A. HOCOG,	)	
	)	
Defendants.	)	
	)	

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I, Seth Forman, declare as follows under penalty of perjury:

1. I am an attorney employed at Dooley Roberts & Fowler LLP, counsel for Pramco II LLC with respect to this matter.
2. Attached hereto as "Exhibit A" is a true and accurate copy of a Note Endorsement executed on May 4, 2001 by an authorized agent of the U.S. Small Business Administration.
2. Attached hereto as "Exhibit B" is a true and accurate copy of an Allonge executed May 26, 2004 by LPP Mortgage Ltd.'s authorized agent.
3. I am informed by Pramco II LLC and therefore believe there remains an unpaid balance of \$38,000.99 on the Judgment in this action.

ORIGINAL

4. Pramco II LLC believes that it may have located assets owned by the defendants which could be used to satisfy the Judgments in this action.

Date: May 27, 2006

By: Seth Forman  
**SETH FORMAN**

NOTE ENDORSEMENT  
(SBA Loan Sale #2)

Beal No. 22-82007406  
SBA Loan No. 5242473006  
Borrower Name: Claire R. Hocog and Michael C. Hocog  
Barcode: 168693

ENDORSEMENT OF NOTE dated November 6, 1992 including any assignments thereto and modifications thereof (the "Note").

FROM: U.S. SMALL BUSINESS ADMINISTRATION ("Assignor").

Pay to the order of LPP MORTGAGE LTD. f/k/a LOAN PARTICIPANT PARTNERS, LTD., a Texas limited partnership ("Assignee"), without recourse and without representation or warranty, whether express, implied or created by operation of law.

Capitalized items used in this Endorsement but not defined in this Endorsement will have the meaning ascribed to them in that certain Loan Sale Agreement dated as of August 3, 2000, by and between Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused this Endorsement to be executed and delivered by its duly authorized agent as of the 4<sup>th</sup> day of May, 2001.

U.S. SMALL BUSINESS ADMINISTRATION, as  
Assignor

Gloria Follis  
Gloria Follis  
WITNESS

By: Michael Barnett  
Michael Barnett,  
Authorized Agent

EXHIBIT A

## ALLONGE


This Allonge, dated as of May 26, 2004, is attached to and made part of the following instrument:

Note dated November 6, 1992, executed by Claire R. Hocog and Michael C. Hocog to and for the benefit of Small Business Administration, in the original principal amount of \$20,000.00.

For the purpose of annexing thereto the following endorsement:

Pay to the order of Pramco II, LLC, without recourse, and without representation or warranty of any kind, express or implied, except the limited warranties contained in Section 5 of that certain Quitclaim Sale and Assignment Agreement, dated May 26, 2004, by and between the undersigned and Pramco II, LLC.

LPP Mortgage, Ltd., f/k/a Loan Participant  
Partners, Ltd., a Texas limited partnership

By:   
Timothy P. Sheehan  
Authorized Agent

**EXHIBIT** B